93-16

No.

Supreme Court, U.S.
F I L E D
MAR 25 1993
OFFICE OF THE CLERK

In The

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1993

CLEMENT A.ST.HILAIRE

&

TIMOTHY L.ST.HILAIRE
(Petitioners)

vs.

SUPREINTENDENT OF INSURANCE

OF THE STATE OF MAINE
(Respondents)

PETITION FOR WRIT OF CERTIORARI

TO THE UNITED STATES COURT

OF APPEAL FOR THE

FIRST CIRCUIT

PETITIONER: PRO-SE

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QUESTIONS PRESENTED

1. Was The Supreme Court correct, in denial of a timely filed Appeal, When it was filed within 30 days, of having received it by Mail, rules of common Law, on Appellants,having filed timely. Was the trial Court denial of Facts and Conclusions, Wallen v. State 667 S.W. 2d 621, Vernon's Ann. Texas Rules Civ. Procedure Rules 297,298, Anzaldua vs. Anzaldua 742 S.W. 782, Denial was an Error Under Rules 60 (b) Thompson vs. Wolfsohn, Forman vs. Davis Supra Note 64 Carter vs. Cambell 285 F2d 68 "Prima Facie" Evidence,as"Fair Play" Rules relaxation on Timely enforcement of Court Rules.

2. Were The Complaints Filed properly, and within the Rules of Court, of Under Oath, and by their proper Author, and timely received in a manner, to have allowed proper form for response, the Complaint was refrained by the Bureau of Insurance, and

and served two days prior to respondent's of the Hearing, The Complaint Filed by a Competitor agent, Willner vs. Commettee on Character 373 U.S. 108, The Investigation had failed to established the true claim with no form of Oath, or Affidavit, but mere Hearsay, Giberson v. Quinn 445 A2d 1007 Constitutional Rights of Free access to the Courts to full Hearing and argument in order that has merits, of his side of contraversy may be established Consti. 1947 Art 1. Part 1D. Levine v. Fair 146 A2d 834 Due Process U.S. Ca. Const,. Amend 14 CGSA. Consti. Art.1-10 Me. Law 323 1982.Pleadings should conform to Maine Civil Procedure, Sewall vs. Spinney Creek Oyster Co. Inc. 1980 Me. 421 - A2d 36.

3. Was the Bureau of Insurance Capriciously negligence in refusing to review all the evidence and not allowing the Morrissette and Hanson the claiments to be present for Cross Examination, and Confrontation, of Due Pro-

-Cess of Law. Thompson vs. Immigration vs. Naturallization Service 375 U.S.384. Granting a Motion to make fact finders, and alteration, of the Judgment, of the Administrative Law, Wisconsin vs. Constantinau, 400 U.S. 433,437, Board of Regent vs. Roth Supra, at 573, Goverment Infringement, of any interest to which a person is entitled, Individual Liberty in livelyhood. U.S. Constitution Amend XIV : Maine Const. Art.1.

4. Was The State over reacting in the Alledged numerous charges, of Moral Charactor on a none negotiable check drafted payable to the insured, it was unable to be cashed, one payment, of Claiment check, was unable to be cashed, or cleared by the clearing house banks, for inadquately drafted, for Deposit, delayed by 5 days in clearing, Was the Agent Liable, Good Morals Cited: Harry Warren vs. Bar of Administration 178 A2d 528 page 530, one should be given a reasonable opport-

-unity to rebut,or explain any adverse evidence that he be appraised. Departm-ent of Nat.Res. vs. Linchester Sand.Cit-ed: 334 A2d 514, Tratitional Standards Procedural and Substantive "Fair Play" The Courts Weight of Evidence Test".

5. Was Their proof of The Insurance Bureau negligence, in their files, of an agent not having a Licence on Addit-ional Location of Agency in Auburn,After 8 years, when they would issue Company License in Location ? And not Acknowled-ging a testimoney under Oath, of a Sec-retary Dictation taken, and verified, wi-th a ledger, taken by an affidavit, of Oath.See: Evidence as a reasonable minds might accept, as adequate to support, a conclusion. Sanford Highway Unit vs.Local 481 Council No.74 American Federation of State, County, and Municipal Emp. vs.Town of Sanford Me. 1980 Me. 411 A2d 1010. Ambious of States Records.

6. Was The Insurance Bureau Negligence in

over sight, of the Bureau after 4 years in an Ambious keeping of records. Timothy L.St.Hilaire, of not having a Permenent License, But an Innitial license for one year, The Agent had taken 8 examinations, the results of 4 Application The Bureau could only produce 2 results They have changed the Testing center from ETS. to Asi Testing, ASI had experenced difficaulty in transferr, of their records, from their computor, in process of taken charge, of the records, from ETS. Testing Center, Pass grades, of Numeric scores may qualify you, But a True experence, on Job location is more than proven ability, C.Jordan Thorn, vs. Florida Real Estate No. 32, 94, 146 SO.. 2d 907 .License Enforcement Writ of Certiorari is Granted and order of the Commission is Quashed. Board of Regents v. Roth 408 U.S. 564, 577 also forbids arbitrary deprivations of Liberty.on unproven scores, Acquiesence of Time.

7. WAS The Bureau of Insurance"Harsh" in

Refusing Clement A.St.Hilaire License in Insurance as his Constitutional Rights, and Livelyhood. Their was Lack of Evidence sufficient, Lack of Due Process, Claiment wasn't Present for Cross-Examination and Confrontation. Gonzales vs. United States 348 U.S. 407, 414, "Requirements of fairness were not exhausted, nore Procedure at the begining, and intermediate steps." Test" of the Complaints, See: Willner vs. Commettee on Character 373 U.S. 108. credibility, more than the Benefit of Doughts, Whose reliability, or veracity, is in question by confrontation, and the rights of Cross-Examination. Goldsmith vs. Board of Taxes in appeal. 270 U.S. 117.

The Superintendent of Insurance was in Abuse, of Due Process, in the Arbitrary, and Capriciously, denied the License to sell Insurance.

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AFFIRMATION OF ACKNOWLEDGEMENT

I, Clement A.St.Hilaire, as personal Counsel,and Pro-se, due affirm that as a Pro-se, Counsel, of this Court, I, will conduct myself uprightly and according to Law, and that I, will support the Constitution of the United States.

Dated: April 23, 1993

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Pro-Se.

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STATEMENT OF THE CASE

On Oct. 29,1991 in a meeting with State Attorney Alice Knapp Esq. at the Bureau of Insurance, The following Statement was made by Alice Knapp Esq.:(Its our intention to close your fathers agency office's down for a five year period until you comply, with our demands.) THis was Unprofessional Code of Threatening Prosecution, Beyond her call of duty. Alice Knapp violation of Professional Code of Ethics, and misconduct under the Code (3.2F) of the Bar Association. The taken of eight examination, by Timothy L.St.Hilaire, The State having only two Results from ASI.Testing, surely, indicates, a form of Ambigous, on the part of the Bureau of Insurance,?? on the other hand, an over sight, of four and half years, of a embarrasment to the Bureau in Their Records. there appears to be a lack of Substancial Evidence,above the and beyond the benefit of the doubts,

of allegations, that was it, ever possible, that the respondent's could have violated ,the Law Willfully.

MAIN ISSUE FOR REVIEW

ISSUE #1 Presiding officer, acted in an Arbitrary, and Capricious fashion, in an abuse of her discretion, in her authority, in her final Ruling, with out Due Process of Law, in Confrontation, of the Bureau, of their Claiment. Morrisette, and Hanson, case not present at the Hearing, Key to the Issue Union Mutual Insurance Company, had violated, the Cancellation Notice, requirements, under the Insurance Codes. The Staff had Acknowledge the Violation.

Proof The Hearing officer stated clearly in her facts finders #13 How-ever the hearing officer failed to analysis that this was the origin, of the consumers complaint, if she had been notified properly, by the Union Mutual, she never would have assumed as a consumer, that their was some form of cov-

erage, and the company would have severed,its liability,if they so wished, in a proper fashion. Ignored: The St. Hilaire Agency,went to the State,on our own, If any intent,wasto keep the funds, We would not have ever brought,the attention to the State. The Hearing officer,did ignore the final agency billing account,request from the Agency,as to Exhibit (Res46).

Verified: That the Company underwritter had notified the agency, of the agency billing,for the used period,of coverage. The Hearing Officer,further ignored,that the Account due of 400.dollars,was paid,upon the inception request,for the policy,and latter paid upon request,under the agency billing account.

Hearsay: She Ignored the Facts, that the parties,were not Their. To present and to testify.The results was Hearsay. The Officer ignored,that Union Mutual over ran the essence of Time,for proper cancellation, by 65 days, and not

Charged, with a violation. Ignored that the insured,was kept informed, by the St. Hilaire Agency about the statis, of the policy coverages requested. Michigan Mutual was sent an application for coverage on proper dates submitted. The Intent was in letter stated the request coverage, It was no longer in effect, was clear in informing the Insured, and Mortgage Company. The Mortgage Company had not received a proper Notice from the Company Union Mutual the bank was astonished.

Issue #2. St.Pierre Case Complaint It Was A "Clear Error" of the Hearing officer, of having ignored the facts, the funds were sent the same day, and advanced, to the Company,by the Agency, The St.Pierre Draft check to the agency instead, of the Company, was St.Pierre two intents <u>one He was indoubt, of supporting funds</u>, and Two that he had already received a cancellation form. Roots: The root of the problem here,is that the payment was made, by the insured, The evening it was expected in Cincinnati.

Ohio. St Pierre's intent, was to hold the agency Liable, to have his payment in on time, when it was already in jeopardy, of being cancelled. St.Pierre check didn't get cleared, until 5 days latter, because, of a difficulty, experienced in cashing, the check evidence is the back side, of the check clearing dates. Common knowledge, was not taken into consideration, by the hearing officer, That if a check is advanced based on the confidence, that a check deposited would cover the check advanced, and latter experienced,difficulty, with deposited,it will create a short fall, in the account 396.was large enough to bank alarm.

Clear Error' and oversight, of the hearing officer, that the stepsons auto ownership, was changed from the insured, St.Pierre to his Son, and with his wife, based on the facts of whom had custody, of the son. No time in the Co-

verge ever was loss.

Issue #3 Michael Gallant Case:

The Hearing officer Ignored, the root of the problem which, was as she so stated: in (Facts #16). The Gallants had made the decision, to take their business, to a new agent, and were embarrassed, to confront the St.Hilaire Agency directly. The Hearing officer clearly failed, to see the Zeal, of the new agent Dennett of Western Maine agency,to capture the new Business, for personal gain. The Officer further had failed to review, the evidence, which shows that the St.Hilaire only had received, the One check of 244.oo dollars and was (Written out Pay to the order of Michael Gallant) which was misplaced,in the agency with a reinstament form form the Company.Davis the officer failed to recognize, that the evidence shows that confusion arised. Cofused: between husband and wife, as to which agency, they were insured by. The proof here is Michael Gallant

Request to increase coverage, after the policy was cancelled.

Zealous: Davis Hearing Officer failed to see That the new Agent, (Dennette) was so zealous, in his attempts to capture, the business he deault, directly with the Company, leaving the St.Hilaire agency at a disadvantage. Their was no form of rational, to the explaination, of the reinstatement, of a policy, as an accounting Measure was requested,as explained by Michigan Mutual Testimony. The policy had been cancelled, for five months prior. It stands to reason, that if a policy was reinstated, they would' not have sent such little amount to leave the Company liable for coverage.

Issue #4. License of Timothy L.St.Hilaire, The Hearing officer clearly failed to see that Timothy, had originaly applied for a perminent license.Davis had futher failed to comprehand that there were 4 application, and four checks paid

Eligible: Davis failed to understand, that there was one results, for two examination, of a subpeoned from ASI, for two Exam. The Statute was Clear two Exam, are allowed, and eligible, to each candidate who applies. No one person in their right mind would not have taken a second exam, if it was free. Davis Failed to understand, that there was one result of a subpeoned from ASI, for two exams. Davis also failed to acknowledge, that the State, had not put the owner on Notice, of any sanction, for not returning his license, within the 30 days, of its alledged, expiration.

Davis failed to acknowledge, that the Companies were to inform the State of a Licensee, renewal within 60 days prior to the renewal. Renewal: Davis failed to acknowledge, any responsiblity, to be born, by the State Testing Agent, to provide and maintain, through records, for the State, and the candidates tested. Davis overlooked, the facts that Timothy, was supervised, on a daily basis, for 4 half years.

Davis Failed in the proper attention of the State oversight, of not inform ing Timothy after four half years of the License expiord year of effect."Pass officer gave no consideration,to the fact that the evidence shows transcripts, with the word "Pass" clearly typed on both form Acheive: Davis gave no consideration, to the level of educational, acheivement, of (Timothy B.S. in Econmics) and good stand ings in the community.

Issue #5. Clement A.St.Hilaire License Harsh: officer was extremely harsh, in her Ruling, of with drawing Clement License. She failed to analiesed, the facts that I, wasn't there to be tested on my knowledge of the Insurance Field, but instead that I, was there to defend my rights. Years: Yes they gave no consideration, to the 28 years experience, as a licensed Insurance agent. Affidavit Ignored the Facts that the respondents, had an affidavit from Jeanne Martin, which she Clearly States

That a letter was mailed to the State verifing that we were Licensed the year we open the Auburn Agency. Davis refused to except the Real Estate Commission, also toke part in same Department on the same date, Financial Department Regulation, knew we had an office in Auburn, They were advised in 1984, the same date. Futher gave no consiration, that any other licensed person (Alice Holt) was Employed at Auburn and Licensed through the State of Maine. Refused to acknowledge, the seprate contract, of each agency, with the company. Animosity: Making her dicision, She review the investigation report, of interviewed, with Grace A.St.Hilaire, exwife and the staff had ignored, the Animosity, and used it to their benefit, as it affected, the pending divorce hearing. Davis had overlooked the facts, that Both regulatory agency Bureau of Insurance, and Real Estate Commission were using the advantage of both Agency.

MOTION REQUESTING REVIEW BY

SUPREME JUDICIAL COURT OF APPEAL

Maine Law Court Deniel of Untimely Motion of Appeal Docket NO. Kenn 92-536 of order Docket No. 92-137.

The Respondent's,Appellant's, Clement A.St.Hilaire, and Timothy L.St.Hilaire, Request Supreme Judicial Court's to Review of The Law Court Dismissal, of an Appeal Motion on question of Timely Filing,of Appeal, Under My, Constitutional Rights, as of The Constitution of the United States of America under Article XIV Citizenship Rights,not to be Adridged: Nor shall Any State Deprive any Person of Life, Liberty, or Property, without Due Process of Law, nor deny to any person within its jurisdiction, the equal protection, of the Law, We under the Constitution of the United States Provision Concerning Sanction under Article VI When requested, nor to be Deprived of case,of Witness. Under Article VII When Requested, nor to be Depriv-

ed of A trial by Jury:

"" In Suits at Common Law, Where the Value in controversy shall exceed twenty dollars (License) of Liberty" Value of Income) The right of trial by jury shall be otherwise re-examined in any court of of the United States than according to the rules of Common Law.

Rules of the COMMON LAW: timely filed case The St.Hilaire's Have Filed for Facts Finders within Timely Manner.

TEX.APP. HOUS. (14Dist) 1987 Harm to Appellant from failure,of trial Court, upon timely request, to make findings of facts,and conclusions of law mandates reversal, rather than abatement disagreeing with:

Wallen v. State 667 S.W.@D 621 (Tex App.)

Austin Carr v. Hubbard 664 S.W. 2d 151 (tex App. Houston (1stDis) White v. Pope 664 S.W. S.W. 2d 105

Cal App. 1 Dist 1986 Failure to make neeessary factual finding is normally reversible error, unless appellate Court concludes that there is no substantial evidence to support position of appealing party West's Ann. Cal. C.C. P. 634 Parker v. Contractors Sta-

te License Bd. Dept. of Consumer Affairs 231 Cal rpt. 577 , 187 C.A. 3d 205. Tex.APP. Corpus Christi 1987 Due Process required that judgment entered,in action to partition Real Estate Property,be reversed,and case remanded,for new trial after trial Court failed,to make findings,of facts,and conclusions,of law following,losing party's timely request,trial Court's action,effectively denied, losing party opportunity,to object,to findings,of fact,and conclusion,of law, and normal remedy,of abating appeal,and ordering trial Court,to make appropriate, findings,and conclusions,was not possible. Vernon's Ann. Texas Rules Civ. Proc. Rule 297, 298 Anzaldue vs. Anzaldue 742 S.W.2d 782 error denied.

Columbia LAW REVIEW Vol. 65.97 page 104 United States Supreme Court Has indicated that relief,from the requirements,of timeliness,may now be available,to appellants hearings on Merits of Appeal.

The State Trial Court are Authorized,

by Statute, to certify late appeals, for a reasonable time, after the entry, of a judgment. The Courts have awarded relief, if The appellee, had sufficient Notice, of the Appeal, and was not otherwise prejudiced. Forman vs. Davis Supra note 64 Carter vs. Cambell 285 F2d 68 Relief under Rule 60 (b) Thompson and Wolfsohn cases.

" In both instances, the trial Court, Acquiesced, in request, of counsel, to have answered, a combat the facts finders. these decisions, have two significant ramification, first, lack of timeliness, in appeal no longer, seems to be a strictly jurisdictional defect, but instead like other defenses, is waivable, if appellant's delay, could have been cured, had he been notified, by an object ion below, on Post TRial facts Finders. M.R.S.A. Civ. P, Rule 52.1 Purpose, and Scope On Timely request, of a party, the Court hearing a case without a jury, must make findings of facts, and conclusions of law. This requirement, of Rule 52. has a sound basis, in the law prior to the rule.

Findings of facts, and conclusion of law also serve, to make definite what is decided, in the case which,may be important later,for purposes,of rejudicata or collatered estoppel.

Pending " Finality,of previous order, We request a Review,of Docket No. Kenn.92-137 of the Supreme Law Court,"On error of Law" The Court Dismissal,on Grounds failure,to provide a Claim,under Rule 12 (6) (b),The Superior Court granted the Dismissal.The Respondent's were seeking,a Declaratory Judgment, on Constitutional Grounds.

The Court failed,to have exhausted,the Administrative Remedies,Motion was denied therefore the existing Appeal,is an, " Interlocutory", non "Final Suit", with the proper Merits,of the Due Process,of Law unresolved, by the Administrative Court, they had not produced the "Morrissette Claimant", for Cross Examination, Therefore lack of proper evidence to have Supported their Claim charged.

The Hearing Officer Kathyern Davis stated She was unable to supeona the "Morrisette" out of State, She said that she lacked the authority to supeona them. The respondant's would have to request the authority through the Hearing Officer, that lacked the power and ability,to supeona out of State. The Constitutional Issue was "Prima Facie" Evidence at stake. The Attorney General assistance in a Motion had confirmed the facts, as proof lack the evidence. Satisfied Burden, a Court" Must view all the "Evidence including every justifiable inference". Inhabitants of Augusta v. Inhabitants of Vienna 21 Me. 298 . A Statutory Notice, which was required preliminary, to liability for removal, of a pamper, had been deposited in the mails timely, and had been received this was "Prima Facie" evidence that its receipt was also timely the court said the results was a presumption of "Timeliness", Which might be overcome by evidence. Rule 86.1 Relief from a Judgment Pursuant to

Rule 60 (b) Can be obtained.

Maine Supreme Judicial Court Jan.8, 1980 Decision, was Based Town of South Berwick Etc. vs. Mainland Inc. 409 A2d Me. 688. Decision On Relief afforded Thompson. vs. Immigration Naturalization Service 375 U.S. 384, 84 S.Ct. 397.

Maine Rules have been Authoritatively construed for the Superior Court Justice to grant in effect an enlargement, of time for filings Post Judgment Motion despite the express withholding, of that power, under Rule 6,(b) Litigation any relaxation in the enforcement of a Post Judgment Motion despite the express withholding,of that power under Rule 6, Time requirements would run counter to those well founded interests. Page 689. Enlargement of the Appeal period, by that route however it, conditioned upon the timeliness, of the Post Judgment Motion. Except for the even shorter 5, days period allowed for moving under Rule 52 (a) for findings of facts,

and conclusion,of Law all Post Judgment Motions, That will Trigger Termination, of the runing, of the appeal period must, be filed within 10 days,of either entry, or Notice, of Judgments.

The above case at Bar, of the failure, of the Superior Court, of a Judgment reply, of the facts Finders, beyond the appeal formal 30 days period, where the reply was beyond, by 36 days, of the court order Rulings. Therefore the relaxation,of timely enforcement was well in order, as founded, with in order, as founded with interest,of the delay.

Thompson vs.Immigration vs. Naturalization. Service 375 U.S. 384 Judgment Rule 50 (b). Granting or denying a Motion to make facts finders, whether, or not an alteration, of the judgment would be required, if the Motion is granted or denying under Rule 59 Department of Nat. Res. vs. Linchester Sand. 334 A2d 514. Tratitional Standards. Procedural and Substantive "Fair Play".

The Courts Weight,of evidence "Test", To the factual Findings of a reply. Failure to act in conformance, with either,of those requirements shall constitute automatic of theapproval, of the"Merits".

Administrative Law and Procedure Key 763.

Acting in fact-Finders or Quasi- Judicial capacity Courts, review of appealed conclusions is to determine whether contested decision was rendered in Legal, arbitratory capricious, oppressive,or Fraudulent Manner.

The "Finality of a Judgments is Significant." concern to Society".

The very existence, of an appellate Judicial system implies a countervailing interest in insuring a proper disposition on the"Merits"through the safeguard, of review, by a high Court. A Reasonable time if the delay is a consequence, of excusable neglect, and is not Prejudicial.

Ripeness For Review The Courts declared That the "Argument Lacked Finality",

To have dismissed the Complaint has a "Hollow Ring, of an other era."

THE FOURTEENTH AMENDMENT FORBIDS THE STATE TO DEPRIVE ANY PERSON, OF LIFE, LIBERTY, AND PURSUIT, OF HAPPYNESS, WITHOUT DUE PROCESS OF LAW.

" The Independent source such as State Statutes or Rules, entitling the Citizen to certain benefits. Board of Regents v. Roth, 408 U.S. 564, 577, Due Process Clause. Also forbids arbitrary deprivations of Liberty. "Where a persons good name, reputation, honor or integrity is at stake because, of what the goverment, is doing to him," The minimal requirements, of the clause must be satified.

(1971) Wisconsin vs. Constantineau 400 U.S. 433, 437, Board of Regent v. Roth Supra, at 573 . Goverment infrigement, of any interest to which a person, is entitled. no Matter what the interest, or how inconsequential, the infringement, requires Constitutional Protection.

The Superior Court, Kennebec County, made a order, in deniel of Venue, The Appeal was Processed in the Supreme Court and was Dismissed, asserted Untimely Filed. The Supreme Judicial Court Sulivan, J. held That proceedings in nature of appeals from Civil procedure Rule."Yet"over sight of a previous Docket of ruling UnRipe for review,while under Interlocutory Order. Proceedings in pending actions would be in opinion, of court, their application would work injustice, in which case prior,procedure would apply. erroneously included supersded statutory provisions, and condemnees. took appeals which were timely thereunder through not timely under newly effective provisions, court would, to prevent injustice, apply former procedure so that appeals might be entertained.

Interlocutory orders sustained, and case Remanded Due Process rights U.S. Consti. Art.I -6 -A Individual Interest, as an life, or Liberty, in Livehood. are not Deprived

Constitutionally.Appeal and Error Key 870 (2) interlocutory decision of Court on Motion to dismiss made prior to Reference was reviewable when final Judgment, was entered.

Evidence: Sustain the findings, and whether, on the record, any factual finding underlying, order, and requirement is a Warranted, by Law, is a Question of Law, reviewable on exceptions. R.S. 1954,c44, 67, 69,70, Denied a Fair Hearing,was in Violation of Both Constitutional."Rights" under Article 1,6, and 21, of the Constitution of Maine and of the Article VI, Article VII and the XIVth., Amendment, of The Constitution of the United States.

Under owner Constitutional Rights, of Self defending, We, Clement A.St.Hilaire, and Timothy L.St.Hilaire, Appellant's as Counsel's To Practice as applicant, and appear, to the Court, In present Good Standings,of Good Moral, and Professional Character, With Proof of Service Dated March 31, 1993.

INSURANCE BUREAU ADMINISTRATIVE HEARING WAS IN VIOLATION OF MAINE M.R.S.A. STATUTES

THere-fore The Administrative Bureau Ignored the Appellants request: I, Person ally hand delivered a letter on Oct 29,91 a Demand, of an appearence of the Superintendent for a new discovery time and date was denied. M.R.S.A. 24 A -230 Notice of hearing may be waived, and the hearing held at a time mutually fixed, by the Superintendent,and the parties.
Lack of Evidence: The Claimant, not present .The Morrissette Filed a Complaint on Feb.22,1991, M.R.S.A. 24 A-229 The Application must be signed,and sworn, The Claimants never sworn in Signuture M.R.S.A.24 A-229 TIMELY FILED:
The Aggrieved parties, and grounds for hearing shall be held 30 days after the complaint. "THE Time element was filed Feb. 22,1991, Hearing held on Oct 11,19 91, The Investigation was held without the Complaint M.R.S.A. Title 5, Chapter 375.

M.R.S.A. Title 10 -8003 B

C. A Consent agreement who knowingly or intentionally makes a withholding of the disclosure is in violation, of this section commits a civil action.(4.)

B.The Complaintent has been listed on a Supeona),and has not Appeared.

Public Utilities Commission vs. Cole's Express 138 A2d 466 Constitution Law 298 (1) Due Process Confrontation and Cross-Examina-Tion Administrative Bureau proceed upon Matters, In Evidence,and that parties have the opportunity for a Cross-Examination.

Exception I is a general one and alleges that the decree is not supported by Substantial Evidence.

Exception II: Charges that the decree, of the Commission is based upon information not in record,and as aresults, the respondent has been denied, a fair hearing, in violation of ARTICLE 1,6, and 21, of the Constitution of Maine and of the 14,th Amendment of the Constitution of the United States.

AMBIGOUS IN records of the State Bureau of Insurance, TIMOTHY L.ST.HILAIRE of his License, and of all examination taken, and only two results on record.

We have proven, to the State of Maine Bureau that he has applied with application, dates Oct. 27, 1986 with fee, July 17, 1987 with fees, December 14, 1987, with fees, April 27,1988 with fees, their were four request with application that entitle four examination that should have exposed four results, of which they only have two results. The State has as exhibits all four application copy yet denied having, more results of testing, The lack of record we can only prove.

The State Statutes Title 24 A 1524

1524: (2) An applicant who has failed to pass the first examination for the license applied for may take a 2ed examination without paying a new fee. The Option of taken two examination with every applicant this is surely indication that above and beyond

the benefit of the doubt that Timothy had taken a total of eight examination. Exhibit Respondent Form #56

STATE PASS PROPERTY: PASS CASUALTY

The letter form #277617 at botton. Test Scores results: Pass Grade Assumed, M.R.S.A.24 A1534 (8) Each agent license, on expiration date, shall be automatica-lly renewed for a further 2 years period. unless following a hearing, The Superinten-dent determines that reason or condition exists. Timothy L.St.Hilaire was never Contacted.,after four of passed, of the test assumed it was an Automatic renewal. M.R.S.A. Title 24 A 1541

1.) All licenses issued under this title although issued,and delivered to the licen-see, shall at all times be the property of the State of Maine, Upon any expiration, termination, suspension or revocation, of license, the licensee or person having pos-session or custody, of the license shall forthwith deliver it to the Superintendent

DEMAND FOR DECLARATORY JUDGMENT

Motion filed on Feb. 29,1992 on Docket No. CV. 91-583, of Ins. 91-42. The Appellant's Motion in Response, as So Stated: M.R.S.A. Title 5-9057 Chapter 375 Sub. Chapter IV, of the Adjudicatory Proceedings, of Evidence, M.R.S.A. 24 A 232, of the Discovery, Witnesses, and Evidence under Section 10, (b) of the Discovery, The Procedures, of Title 5, Section 9060, Subsection 1, shall also apply, to the Issuance, of Subpoena at the Hearing,to be presented,to the investigator Pamela Charest; hom, was at the Hearing,and the Officer Kathryn E. Davis, Esq, refussed the Subpoena,and refussed,to bring forth the evidence needed,to complete the investagation. This was a Violation,of the Chapter Administrative Procedure.

The Counselor Robert Alan Wake,for the Superintendent of Insurance Dept. Has stressed,the doctrine of Exhaustion?

The Doctrine most Appropriate:(Are Ripe for Review),or to contend when its Remedie:(Exhaustion of Remedies.) We contend that it would be most appropriate,for the Court, to turn its attention,to matters, before the Courts, as they are (Ripe for Review), Davis Administrative Law 3rd, Page 413, THe Dilema was real and Present not future, or Abstract." Both the requirement,of Ripeness, and requirment, of Exhaustion or Administrative remedies, are: Concerned with the timeng,of Judicial review,od Administrative action But the two requirements are,by no means the same. The Ripeness focus is upon the nature of judcial process, and upon the type of fuctions that Courts should perform.
The Exhaustion focus is upon the relatively narrow question whether a party should be required,to pursue an Administrative remedy before going to Court. Judicial machinery should be Conserved for problems which are, Real, and Present or Imminent.

The Appellant's Property rights (License Rights, to pursue happiness,) as granted to them under the Sixth Amendment of The Constitution of the United States, and of

The State of Maine,are Real,and play a Vital Role,in the function, of the Appellant's means, of Livelyhood.

Ripeness for review: 193 A2d 103,119 SE. 2d 833, 336 P2d 340.

The Dilemma was Real, and Present,not future or Abstract. The Insurance Commission's Counselor Mrs. Alice Knapp's constant threats,to close down,the St.Hilaire Agency,the two, were real at her last, Insurance Hearing,her final request was have declined the renewal,of any insurance license to opperate,the agency, for a five year period.

The Petition were,for a Requested Civil Action,and of disapline,of civil nature, The Counsel for the Insurance Department unrespectfull,as (Sic) of Alice Knapps proper interpretation,of the Law, of Criminal, opposes the Civil Action,of Administrative Procedures.

The use of Threat as of a Criminal forum

To establish,and Fortifie her case in a Civil Action, is in Violation,of the Cannon Laws,of the Bar Association.
M.R.S.A.24 A.236 9. Review of a Written Argument C. (1) In Violation of Constitutional,or Statutory provision.
(5) Unsupported by substantial evidence on the record or
(6) Arbitrary or Capricious or Characterized by abuse of discretion.
The Review Court shall review all Proceedings. M.R.S.A. 5-5302 Page 481 License revoketion must be Criminal Nature. The Bureau of Insurance had Published, by Alice Knapp, in the Maine Times newsprint the(January 26, Issue. The Issued Stated before the Hearing in print" The Maine Bureau of Insurance is Seeking to Bar the ST.Hilaire Agency from the Insurance business." The above Quotes! (Exposed to the Public,) together, with the Defendant's Petition, conjured of unsubstantiated allegations, have caused irreparable Damages to the Good Will of the St.Hilaire Agency

License Examinations procedure is Unfair U.S. 446 U.S. 494 Had Waiver in the

> Discretion of the Board of Regent inaccurate records would Waiver, in Discretion, (Theory).

The period of the State having Waivered situation, of the Licensee "That the policy of repose underlying the "Statute" "Ante". at 487 64 Led 2d at 449 Legislative Silence" Is simply not that communicative (After 4½years) State of Maine has formed new Legislative Law because of the inproper balance, of the previous Law, of the Initial License. Parsons vs. Chasse 159 Me. 463 1963 11,21, Page 474.

> Absence, of a specific legal remedy which the gives the court jurisdiction, to dispense it.

Maine(Had no remedy to inform those, licensee after the one year term if this is there excuse). But only where there is no other remedy, being both legal, and specific.

Tapping's Mandamus 18" Baker v. Johnson 41 Me. 15, 20 Failure of the board to enact rules, or regulation, to prevent this happing, or to file records, duplicates,

reports with State Official's R.S. c. 66, 2,5, nullified the Boards doings.

Revised Statute Annotated M.R.S.A. 24A Sec. 1671 et SEQ. Proven as proof,of the inbalance,of the previous Law. 114 th Maine Legislature 1989 session .

> Agency regulations which contradict the terms,of a goverment Statutes exceed the agency's Authority.

Kimball vs. NH. Bd. Accountancy 118 NH. 567 391 A2d 888 Reno. vs. Hopkinston 349 A2d 585 431 A2d 783. M.R.S.A. 24 A-1524 License Application who has failed to pass the first time examination, for the license, applied for,may take a secound examination,without paying a new.

Timothy L.St.Hilaire had applyed for four, Application, for insurance licenses, and with good reason and above the doubt,of cause at no cost would likely,have at least taken four Examination, and with a free applyed application the State should have good Reason of at least four results.

Not Ambiguously a reply of only Two, after taken a totle of Eight Examinacions.

With the disregard ,to the rights,to the Appellant's right,of Due Process,th-at makes this issue,at present,as ripe, for review. The formal deniel, of the Subpoena,as in the Case: Shively vs. Stewart cited 421 P2d 65.

Administrative Law key 464

> Agency's deniel of Subpoena for discovery purposes in administrative disciplinary proceedings was subject to judicial review there being no Administrative remedy.

West's ANN,Gov. Code. 11510

This Motion was a results,of the last hearing held on February 26, 1992 Provision of Statement in opposition under M.R.S.A. 24A. Section 229 Chapter 350 Section 7, (C). any opposition opposing shall file a statement,to the judicial review within 7 days,of the hearing.

The State Ambiguous form of not having record,of the results,of all the taken Examination of Timothy L.ST.Hilaire license of whom he had taken eight times and the State having only two results,

ASI.TESTING prove the inaccurate records. there not having a record of the informed letter of the Agency expanding in the Auburn office 7years prior, The Main location of proven by Secretary Affidavit and copy,of the exact ledger dictation. The none excepted by the administrative Bureau Board of Regents vs. Tomanio 446 U.S. 478, 64 Led 2d 440 .

> Having relied on developments in the State Court litigation to defend the merits of repondent's due process challenge 2, I would not permit the State simultaneously to contend that all aspects,of the Federal controversy had crystalized before respondent sought review, in the State Court System.

C.F. Bonner vs. Coughlin 517 F2d 1311,1319 (CA 7 1975) Modified, 545 F2d 565 (1976) (en Banc.) cert. Court Notes 491, 64 L.Ed 2d at 452, a Litigant is not required to exhauset State remedies before bringing a 1983. Exhaustion of State Remedies, before bringing an action in Federal Court, Monroe v. Pape 365 U.S. 167 183,5Led 2d 492, 81 SCt. 473

Constitutional Law Key 88 A citizen should not be legislated out of his trade where such a measure, is not definitely related to purpose, of the law.

Gulick vs. Boards of Environmental Protection 452 A2d 1202 Me. III.

> Evidentary Support for the Board decision (&,7,8,) Under the Maine Administrative Procedures Act. a Findings of facts, by an Administrative agency may be overturned only upon a showing by challenger that it was "Unsupported by substantial evidence, on the whole records.

M.R.S.A. 5 -11007 (4) (c) (5) (1979)

This Standards of review is identical to the "CLEAR ERROR" Standards.

The Main Issue Their Claimant the Morrissette, and Hanson, were not present for Confrontation, or Cross-Examination. as to be review in the denied facts finders, or for the Respondent, to have had a true chance, of the true trier, of a Trial of all facts, or to have had and Provided Due Process of Law.

Under the United States Constitutional Law.

CONCLUSION

Under the Legal Remedies, of Unexhausted aggrieved action, of an Administrative Order, or over sighted, by the Superior Court of Appeal, (of the Unhausted "Due Process" of Law) of the Prime Claiment not present for a Confrontation of Cross-Examination, of their Complaint . An Aggrieved Person of Unhausted remedies, with the United States Constitutional Law. A person must be given his DuePro cess rights of being Judged by at least Three Judicial Judges to allow his rights (Liberty, Rights of Law') under the Con-Stitution. The Judicial Law Court was on Notice"of appeal in a resulted ORder under Docket CV. 91-583 INS.(91-42, which was Judged to be Premature Filing. Respextive-lly submitted on Dec 23,1991. The Complaint was filed as forum to resolve the Ongoing Prodeedings. For the Foregoing reason,a Writ of Certiorri should be issued to rev-iew the Judgment and opinion of the Maine Supreme Court

CLEMENT A.ST.HILAIRE

APPENDIXES

STATE OF MAINE SUPREME JUDICIAL COURT

KENNEBEC, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. KEN.92-536

CLEMENT A.ST.HILAIRE, et al.

vs. ORDER

SUPERINTENDENT OF INSURANCE

Whereas Judgment was entered in the Superior Court November 6, 1992, and

Whereas Appellant's Notice of appeal and request for findings of fact and conclusions of law were filed on December 9, 1992, It is ORDERED that the above named appeal be, and it hereby is, DISMISSED for having been filed out of time.

Dated: January 12, 1993.

For the Court

DAVID L.ROBERT
ASSOCIATE JUSTICE

Received
Jan 12,1993
SUPREME JUDICIAL COURT.

CLERK OF LAW COURT
142 FEDERAL STREET
PORTLAND. MAINE 04101

James C.Chute
Clerk of the Law Court
Reporter of Decisions
Executive clerk of the
SUPREME JUDICIAL COURT.

January 6, 1993

Mr. Clement & Timothy St,Hilaire
P.O. Box 3163
1133 Center Street
Auburn, Maine 04212

Re: St.Hilaire, et al vs. Superintendent of Insurance Law Docket No. Ken 92-536

Dear Mr. St.Hilaire

I, note that the case you cite in your "Motion:" is from Pennsylvania.Timeliness of appeals in the State of Maine is governed by the cases and rules of the State of Maine. The 30 day period begins when the decision is entered on the Superior Court docket pursuant to M.R.CIV.P. 58. See Town of South Berwick v. Maineland Inc. 409 s2d 688 (Me. 1980) and other cases cited in that opinion.

Very TrulyYours,
James C.Chute
Clerk of the Law Court.

cc. Robert Wake.

STATE OF MAINE

SUPREME JUDICIAL COURT

P.O.BOX 368

James C.Chute
Clerk of the Law Court
Reporter of Decisions
Executive Clerk of the
SUPREME JUDICIAL COURT

Area Code 207
Telephone
822-4146

December 15, 1992

CLEMENT ST.HILAIRE, et al
P.O. BOX 3163
1133 Center Street
AUBURN, MAINE 04212

vs.

ROBERT ALAN WAKE, ESQ.
ASSISTANT ATTORNEY GENERAL
STATE HOUSE STATION 6.
AUGUSTA, MAINE 04333

RE: Clement St.Hilaire, et al

vs.

SUPERINTENDENT OF INSURANCE

LAW DOCKET NO. KEN.92-536

Dear Counsel:

The reference matter was docketed in the Law Court on December 15, 1992, M.R. Civ. P. 73 (f). The docket number assigned to this case is Ken. 92-536, and it must appear on all documents hereafter,

Cont. Filed. The Clerk must transmit the original record by January 4, 1993, M.R. Civ.P. 74 A(a), and the reporter must file the transcript, it any, by January 25,1993,M.R. CIV.P. 74 A (b). The record on appeal will be complete upon the filing of both record and traascript.

M.R.Civ.P. 74 (b) requires that transcripts be ordered, the Law Court and appellee informed of that order, and financial arrangements with the court reporter be made within 10 days of the filing of the notice of appeal. Failure to comply with M.R.Civ. P. 74(b) will subject the appeal to dismissal for want of prosecution.

Very Truly yours,

James C.Chute

Clerk of the Law Court

C. Clerk Kennebec
Court Reporter none.

STATE OF MAINE SUPERIOR COURT
KENNEBEC, ss. CIVIL ACTION
DOCKET NO. CV 92-235

CLEMENT ST.HILAIRE and
TIMOTHY ST.HILAIRE
(Petitioners ORDER

vs.

SUPERINTENDENT OF INSURANCE
(Respondent)

This Matter is before the Court pursuant to Rule 80C, Maine Rules of Civil Procedure. Petitioners Clement and Timothy St. Hilaire have sought judicial review of the final agency action taken by the Superintendent of Insurance in the adjudicatory proceeding In re St.Hilaire, No. Ins.91-42. In his Decision and Order, The Superintendent's Order was based upon findings that the St.Hilaires had demonstrated incompetence and untrust worthiness in their dealing with clients, that Timothy St.Hilaire had run a branch of the St. Hilaire Agency with out a License, and that Clement St.Hilaire shared in the responsibility for his Son's unlicensed practice. This Court must accord deference to those findings unless they are

"Unreasonable unjust (n) or Unlawful in light of the record." Imagineering Inc. v. Superintendent of Insurance, 593 A2d 1050,1053 (Me. 1991).

In The Present case, hearing began on December 12, 1991, and continued over several days, concluding on February 25, 1992. The record as developed in front of the agency supports the Superintendent's findings and there is no reason to conclude that any due process rights were violated.

Entry will Be

Appeal DENIED Decision and Order of The Superintendent of Insurance dated April 28, 1992, is AFFIRMED.

Dated November 6, 1992

_____

MARGARET J.KRAVCHUK
JUSTICE, SUPERIOR COURT

STATE OF MAINE SUPREME JUDICIAL COURT

KENNEBEC, ss. SITTING AS THE LAW COURT

LAW DOCKET NO, KEN 92-137

CLEMENT A.ST.HILAIRE, et al

vs. ORDER

SUPERINTENDENT OF INSURANCE

Upon motion of appellee to dismiss the appeal,

It is ORDERED that the Motion be, and it hereby is, Granted.

The above named appeal is hereby DISMISSED.

Dated May 13, 1992.

For the Court,

DAVID L. ROBERT.
Justice

Received

May 13, 1992

SUPREME JUDICIAL COURT.

Appellant's Request to strike records motion Dismissed.

Received

June 1. 1992

SUPREME JUDICIAL COURT.

STATE OF MAINE SUPREME JUDICIAL COURT

Kennebec, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. KEN.92-137

CLEMENT ST.HILAIRE, etal

vs. ORDER

SUPERINTENDENT OF INSURANCE

Upon appellant's motion for Reconsideration,

It is ORDERED that the motion be, and it hereby is, Denied.

Dated: May 27, 1992

For the Court

DAVID L. ROBERT
Chief Justice.

Received
May 28, 1992
SUPREME JUDICIAL COURT.

STATE OF MAINE

SUPREME JUDICIAL COURT

P.O. BOX 368

James C. Chute
Clerk of the Law Court
Reporter of decisions
Exexcutive Clerk of the
SUPREME JUDICIAL COURT.

Area Code 207
Telephone
822-4146

April 7, 1992

CLEMENT ST.HILAIRE

TIMOTHY ST.HILAIRE

1133 Center Street

P.O. Box 3163

Auburn, Maine 04212

__ vs. ____

ROBERT ALAN WAKE ESQ.
SARAH ROBERTS WALTON, ESQ.

ASSISTANT STATE HOUSE STATION 6.

AUGUSTA, MAINE 04333.

Re: Clement A.St.Hilaire and Timothy L.St. Hilaire vs. Superintendent of Insurance, Law Docket No. Ken. 92-137.

Dear Counsel:

The referenced matter was docketed in the Law Court on April 7, 1992, M.R. Civ.P. 73 (f). The docket number assigned to this case is Ken-92-137, and it must appear on

all documents hereafter filed.

The Clerk must transmit the original record by April 24, 1992, M.R. Civ. P. 74 A (a) , and the reporter must file the transcript, if any, by May 13,1992 M.R. Civ. P. 74 A (b). The Record on appeal will be complete upon the filing of both record and transcript.

M.R.Civ. P. 74 (b) requires that transcript be ordered, the Law Court and appellee informed of that order, and financial arrangment with the court reporter be made within 10 days of the filing of the notice of appeal. Failure to comply with M.R.Civ.P, 74 (b) will subject the appeal to dismissal for want of prosecution.

Very Truly Yours,

James C.Chute.

Clerk of the Law Court.

c: Clerk Kennebec
Court reporter none.

STATE OF MAINE SUPREME JUDICIAL COURT

KENNEBEC, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. KEN.92-536

CLEMENT ST.HILAIRE

TIMOTHY ST.HILAIRE ORDER

vs.

SUPERINTENDENT OF INSURANCE

Upon appellant's motion for reconsideration,

It is ORDERED that the motion be, and it hereby is, DENIED.

Dated: February 2, 1993.

for the Court,

David Robert

Justice.

Received

Feb. 2 1993

.49 SUPREME JUDICIAL COURT

FOR PUBLICATION

SUPREME COURT OF THE STATE OF MAINE

CLEMENT A.ST.HILAIRE, No. Ken.92-536

TIMOTHY L.ST.HILAIRE, No. Civ.92-235
(Appellant)

Filed

vs. FEBRUARY 2,1993

SUPERINTENDENT OF INSURANCE
(Appellee) James C.Chute,
Clerk,

DAVID L.ROBERT JUSTICE

Per CURIAM

Upon Appellant's Motion for Reconsideration,

It is ORDERED that the motion be, and it hereby is, Denied.

Dated February 2, 1993.

For The Court,

David L. Robert

Justice

KENNEBEC COUNTY DOCKET NO. CV 91-583

Date Filed 12/11/91 Action 80 C Appeal

A True Copy Attest: Nancy A. Desjardine
Clerk of Courts

RE: Clement & Timothy St. Hilaire

vs. State of Me. Adm. of Bureau of Insurance

Plaintiff's Att.
Clement A.St.Hilaire
1133 Center Street
P.O. Box 3163
Auburn. Maine 04212

vs.

Defendant's Att.
Robert Alan Wake AAG.
SARAH ROBERTS WALTON AAG.
State House Station 6.
Augusta. Me. 04333.

Date of Entry

2/ 11/91 Complaint for review filed.s/St. Hilaire, Pro-Se.

Motion for a Dismissal of the Governmental Administrative Bureau Order on the following Court: Docket No. 91-42.

Motion Requesting the Presiding Justice of an Order of a Continuance. The Maine Insurance Bureau Hearing, with Lack of Proper Evidence. Requested Under a Supoena Docket No.

INS. 91-42 Filed. s/St.Hilaire, Pro-se.

Affidavit in Support of a Complaint in request of a Dismissal or a Continuance filed. s/St.Hilaire, Pro-Se.

Copy of Summons filed.s/St.Hilaire, Pro-Se

12/11/91 Hearing had on Motion for Continuance or Temporary Restraining Order with Justice Alexander, presiding, and Laurie Gould, Court Reporter.

Motion DENIED.

Copies Given to Plaintiff.

12/23/91 Motion to Dismiss filed by AG. with Memorandum of Law. Proposed Order Filed.

12/ 23/91 Summons Filed. Service on Robert Wake on 12/11/91.

12/23/91 Motion to Dismiss the Bureau Hearing and Motion to Dismiss from Timothy St. Hilaire, and Affidavit from Janine Martin filed.

1/ 6/ 92 Request for Hearing on Motion to Dismiss filed. s/Wake, AAG.

1/8/92 Pretrial scheduling statement fil-

Cont. ed. s/St.Hilaire.

Proposed request for a Demand of Trial by Jury filed.

1/13/92 Respondents memorandum of Law in opposition to Jury request and pretrial Scheduling statement filed. s/Wake, AAG.

1/13/92 Motion to Itrike the Dismissal lack of Proper Party of Identity Filed. s/ St.Hilaire, Pro-Se.

1/13/92 Motion for Declaratory Judgment Supported by Memorandum of Law Filed s/ St.Hilaire Pro-Se.

1/21/92 Respondent's Memorandum of Law in Opposition to Motion for Declaratory Judgment and Motion to Strike filed. s/Wake,AAG.

1/28/92 Rebuttal of Respondent's Motion in Opposition Plaintiff Demanding Scheduling Trial by Jury Filed. s/St.Hilaire, Pro-Se.

2/3/92 Rebuttal of Respondent's Motion to Strike, with lack of precedent's in his Citation this motion is to fortifie a Declaratory Judgment" Filed s/St.Hilaire.

2/7/92 Respondent's Memorandum of Law in Opposition to motion" To Fortifie a declaratory judgment filed. s/Wake AAG.

2/26/92 Entry of appearance filed.s/Walton, AAG.

3/3/92 Petitioners reply to motion of opposition " Fortifie with memorandum in opposition. ADeclaratory Judgment" Filed s/St.Hilaire.

3/5/92 Hearing had on Motion to Dismiss with Justice Chandler, presiding, and tape 40.

Motion to Dismiss GRANTED.

JUSTICE CHANDLER has File.

3/9/92 Motion Denied After Hearing on Motion to Strike s/Chandler, J.

Copies mailed to Attys.

3/9/92 Judgment of Dismissal s/Chandler, J.

3/9/92 Motion Denied as Administrative REmedies have not Been Exhausted. s/ Chandler, J. Copies mailed to Attys.

3/18/92 Motion requesting a new trial, relief from the judgment for excuable neg-

lect of Constitutional Law filed.s/St. Hilaire.

3/19/92 Motion For New Trial and "Relief from Judgment". Denied without Hearing. The Motion and Incorporated MEMO bring Forth No Reasons which would allow the Court to Further consider this Motion. s/Chandler, J. Copies mailed to parties.

3/25/92 Defendants memorandum of Law in opposition to motion for new trial or relief from judgment filed. s/Wake, AAG.

4/3/92 Request for Appeal for the Law Court filed. s/ST.Hilaire, Pro-Se.

Certified copies to James Chute of the Notice of Appeal, docket sheets and receipt of filing fee.

Request of Findings of facts of the Conclusion of Law filed. s/St.Hilaire, Pro Se.

Request for the Court Reporter of the Recording filed. s/St.Hilaire Pro-Se.

Copies of Docket sheets sent to attorneys.

4/13/92 Notice from Law Court filed. s/ Chute, Clerk of the Law Court.

Cont. File to be Transmitted to Law Court by 4/24/92 and Docket number assigned is Ken 92-137.

CV. 91-583 Page 3.

4/13/92 On 4/7/92, The Court respectfully declines the request for Findings of Facts since the issue here is not one which requires further findings of facts or conclusions of Law s/Chandlre,J.

4/23/92 Original file mailed to Law Court Law.

Attested copies of docket sheets, index and transmission of exhibits to Law Court mailed to parties.

STATE OF MAINE
KENNEBEC, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV.91-583
KEN. 92-137

CLEMENT & TIMOTHY ST.HILAIRE
& ST.HILAIRE AGENCY
(Petitioners)

vs.

SUPERINTENDENT OF INSURANCE
(Respondent)

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Folder of correspondence included with Complaint.

ASI

TESTING CENTER.

ASSESMENT SYSTEMS INC.

718 ARCH STREET
PHILADELPHIA, PA. 19106
215 592-8900

TO: INSURE Candidate

From: ASSESSMENT SYSTEM, INC.
Report and Clerical Department.

Subject: Duplicate Score Report.

Dear Candidate

Kindly be advised that ASI, has received your request for a duplicate score report from your Insurance Licensing Examination. Ordinary this type of request is processed within a two week time period. However your Examination was taken with ETS, and the information from your examination is not on file at ASI, at this time.

We are in the process of loading files which have been provided by ETS, into our database so that we can provide you with the information you are requesting. Upon completion of this process, your duplicate score report will be sent.

Thank you for your Patience and understanding.

CHECK MADE TO ASI TESTING CENTER

Clement A.St.Hilaire
P.O. Box 3163
Auburn, Maine 04210
Phone 207-782-7771

0825

52-2 3
112

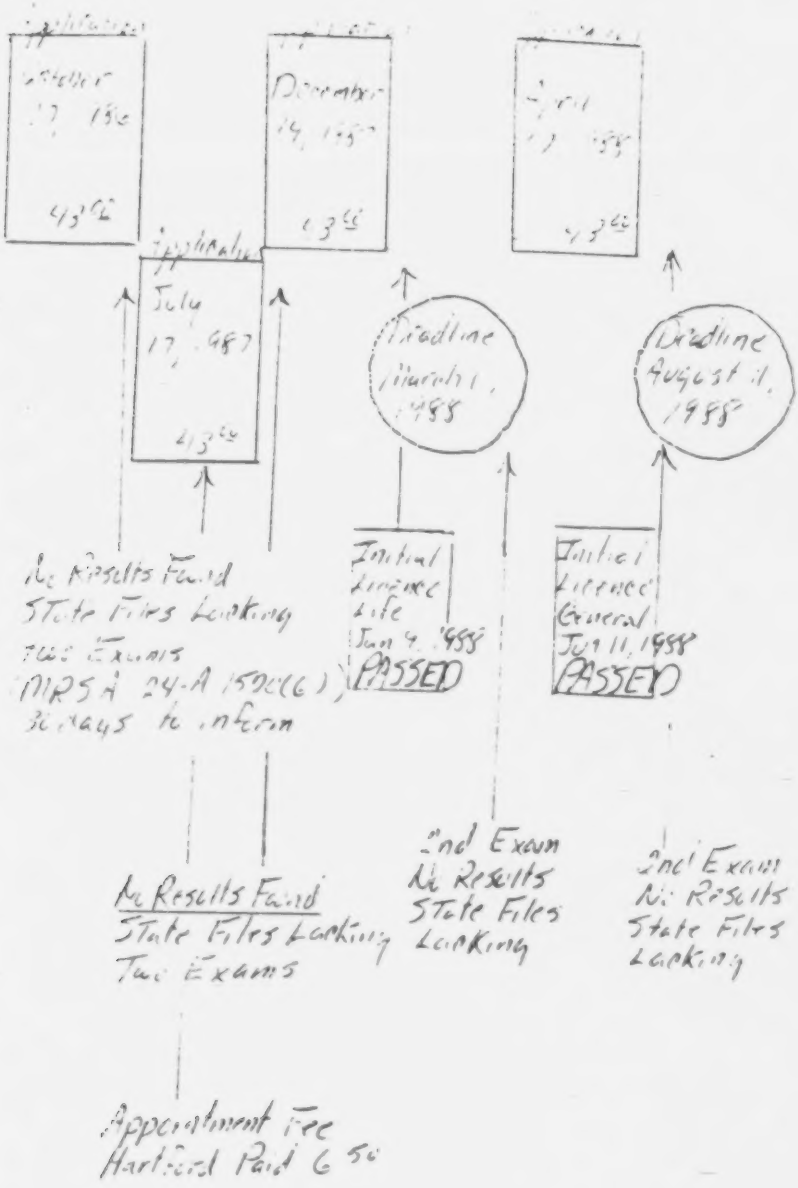
10/15/91

pay to the
order of ASI- Testing Service $ 20.00

Twenty Dollars and 00/00 Dollars

CASCO NORTHERN BANK,N.A.
Auburn, Maine

Memo Test Results
"0011200022: 0825


Deadline March 1, 1988
Deadline August 1, 1988
July 17, 1987
Initial Entrance Late Jan 4, 1988 PASSED
Initial Entrance General Jan 11, 1988 PASSED
No Results Found State Files Lacking Two Exams (MRSA 24-A 1520(6)) 30 days to inform
No Results Found State Files Lacking Two Exams
2nd Exam No Results State Files Lacking
2nd Exam No Results State Files Lacking
Appointment Fee Hartford Paid 6 50

Two Exam Chances to take Exam - 2nd Exam Free - 90 days to take Exam.

(MRSA 24-A 1524)(2)

(MRSA 24-A 1524)(1)

TEST SCORE CONT.

PASS: If you meet the passing requirements for the PERMENT LICENSE, the Word "PASS" will appear on your score Report.

FAIL: If passing requirements are not met, the word "Fail" will appear on the score report along with a numeric score for the failed part Your numeric score may qualify you for an Initial License. Please contact the Bureau of Insurance for more information.

In addition, If you fail the Part 1 Test, you will receive diagnostic information relevant to each area of the test. This Information is reported according to the percent of item answered correctly. A Notice of needs improvement" means that you answered less than 60 percent of the questions in the area correctly. "Fair" means that you answered from 60 to 79.9 percent of the questions correctly." Good" means that you answered more than 80 percent of the questions correctly.

IF You Failed Twice the Examination you must wait 3 months before applying.

277617.

RESPONSES COPY OF ETS TESTING CENTER

Stamp

FIRST CLASS

Princeton
Jun.17,88
N.J.

U.S. Postage
.25

From

EDUCATION TESTING SERVICE
CN 6628
PRINCETON, NJ. 08541-6628

FIRST CLASS MAIL

TO TIMOTHY L.ST.HILAIRE
1133 CENTER STREET
P.O. Box 3163
AUBURN, MAINE 04210

EDUCATIONAL TESTING SERVICE
CN 6628
PRINCETON, NJ. 085-6628

SCORE REPORT

PROPERTY RESULTS PASS

CASUALTY RESULTS PASS

MAINE SCORE INTERPRETATION AND LICENSING PROGRAM

MULTISSTATE INSURANCE LICENSING PROGRAM

PASSING REQUIREMENTS FORM# 277617

There are three major line agent examinations (Life, Accident & Health, Property, and Casualty), administered by ETS through its Multistate Insurance Licensing Program (MILP). Each examination consists of two parts: Part 1 a uniform product knowledge test, and Part 2 a State Law Test. To Achieve a Passing Score on a test, you must Pass both Parts land 2, at one setting. If you have previously passed one part of an examination. PASSING requirements in the State of Maine are as Follows.

TEST	AGENT	
	PASSING REQUIREMENT	
	INITIAL	PERMANENT
PART 1 Life	60	70
PART 2 Life	60	70
PART 1 Accident Health		70
PART 2 Accident		70
PART 1 Property Casualty	60	70
PART 2 Property Casualty	60	70

STATE OF MAINE COUNTY OF OXFORD, MAINE

BUREAU OF INSURANCE

DOCKET NO. INS. 91-42

STATE OF MAINE
DEPARTMENT OF REGULATION
BUREAU OF INSURANCE
ACTING SUPERINTENDENT.
JERRE BROWN
STATE HOUSE STATION 34
AUGUSTA, MAINE 04345

vs.

CLEMENT A.ST.HILAIRE
&
TIMOTHY L.ST.HILAIRE
OF ST.HILAIRE AGENCY (DBA)
1133 CENTER STREET
AUBURN, MAINE 04210

AFFIDAVIT IN SUPPORT OF JANINE MARTIN, A DICTATION STATE COMPLY LETTER,

I, JANINE MARTIN, Secretary, of the St.Hilaire Agency, as an Employee, Having been duly sworn, on oath, Deposes, and Say,

I, JANINE MARTIN, am over 18 years of age and am competent to testify, as to the matters set forth in this form of Affidavit. I, make this Affidavit upon personal knowledge, and upon information and belief, tothe extent statements set forth herein are based upon information and belief.

BEST AVAILABLE COPY

I, had taken the dictation for employer, Clement A.St. Hilaire, of the ST.Hilaire Agency,and copyed in the office ledger. I, Secretary Janine Martin on April 20 1984, had typed, and mailed the copyed dictation, of the request, of the agency License, to the Bureau of Insurance at that time.

With the oppertunity of reviewing the ledger it is the copy I, had made at that time of April 20, 1984.

Dated at Rumford, Maine this 16, day of December 1991.

Statement (It Was definitely typed up by myself and whether it got loss in mail would be the only reason why this wasn't received by the State of Maine) J.M.) The Attached copy Janine Martin, Affidavit made on the 16 day of December, of the Dictation, of St.Hilaire Agency. The then Personally appeared the above named Janine Martin, and made Oath that the Forgoing made are true.

Janine Martin
RT.108 Rumford,Me.

Lauria Nokes
Notory Public

MAINE TIMES STATE ADV.

BUREAU INVESTIGATING POSSIBLE INSURANCE VIOLATION .

The Bureau of Insurance is investigating allegations of bad business by a father and son insurance sales team. Clement and Timothy St.Hilaire, who operate St.Hilaire Agency with branches in Auburn and Rumford. The Alleged breaches are so severe that state investigators plan to ask the bureau to bar the men from selling Insurance. In Addition to the Insurance investigation, the Maine Real Estate Commission is looking into allegations that the pair violated State regulations at their St. Hilaire Real Estate Agency in Auburn.

The St.Hilaire Insurance Agency was Founded by Clement, who was Licensed by the State in 1969. His son, Timothy, scored so low on the State Insurance licensing exam that he was permitted to sell Insurance for only one year, starting on Aug.13,1988. Timothy never retook his exam and the Bureau contends,

His State License expired in 1989. Despite the expiration, he has been selling insurance out of the agency's Auburn, office for the last three years.

State law also requires a licensed insurance agent to operate at each office. Clement has sold insurance from his Rumford, office while Timothy has operated the Auburn, office, reportedly without a License. There are three complaints involving shoddy business practices against the St.Hilaire. Stanley St.Pierre purchased insurance coverage for his new Buick in October 1990 from Clement A.St.Hilaire and the following month added his stepson and another vehicle to his policy. when St.Pierre received the bill for coverage from Michigan Mutual it did not include the additional vehicle nor his stepson St.Pierre paid the 376.00 premium directly to ST.Hilaire, but the following month he received a Notice from Michigan

Cont: Mutual That his check had bounced Later, it was revealed that St.Hilaire had deposited St.Pierre's check in his account and, in fact the check St.Hilaire wrote Michigan Mutual had bounced. Jeanne Morrissette and Dennis Hanson purchased a convenience store and mobile home through the St.Hilaire Real Estate agency in July 1990, At the closing, Morrissette paid 444.00 to St.Hilaire (Tim) for coverage of the mobile home, store and a separate home.

Union Mutual refused to insure the convenience Store and St.Hilaire submitted the coverage application to a second insurance, Michigan Mutual, which also turned it down. Morrissette was never told she had no coverage on the store, nor did she received a refund of her check. In July 1990 Michael and Cynthia Gallant decided to switch their two commercial auto insurance policies from the St.Hilaire agency to Scott Dennett of Western Maine

Associates. Dennette returned the two policies to St.Hilaire with a request for cancellation effective Aug 2, 1990. The Gallants never received a refund from St.Hilaire. Dennette contacted St.Hilaire again, but he claimed never to have received the cancellation notice. Dennette then contacted the insurance company, Michigan Mutual, directly to cancel the policies in November.

Michigan Mutual issued refund check for 244.00 then 913.00 payable to the Gallants and sent them to St.Hilaire. The Gallants never received the checks In early .ay 1991 Dennette contacted Michigan Mutual again and the company discovered that neither check had been cashed, and they had reportedly been filed away by St.Hilaire. Michigan Mutual then issued stop payments on the checks and sent new checks directly to Michigan Mutual's territorial manager who then forwarded them directly to the Gallants, according to the Bureau's complaint.72

Involved,Too:

The St.Hilaire, who are representing themselves in hearings before the Bureau of Insurance, claim the complaint against them are unjustified because they have not been able to issue subpoenas nor had the necessary time to present the defense.

The St.Hilaire also said it was not their fault that Tim doesn't have a license. They contend the State should have notified them of the expiration in 1989.

The Bureau of Insurance discovered Tim St.Hilaire did not have a license when he complained to the agency that insurance company had not reauthorized him to sell its insurance. When bureau official looked up St.Hilaire license they discovered he had none. The Bureau of Insurance hearing into the St.Hilaire Business practices are expected to continue through February the Real Estate Hearing Scheduled for Feb 27. Clement A.St.Hilaire has the

Distinction of being cited twice by
The Maine SUPREME JUDICIAL COURT for
filing frivolous lawsuits his two appeal
that reached the States highest Court
concerned legal disputes over Real Est-
ate with his former wife.
Maine Times January 31, 1992.

CHECK PAID TO ST.HILAIRE AGENCY

SAME DATE DUE COMPANY TO AGENCY LAPSED

Stanley St.Pierre 708 52-23
112

011300479 11-26-90 01 (DATE Deposited)
IN ST HILAIRE ACCT.

Nov 21,1990

PAY to The ST.HILAIRE AGENCY $376.00

-- Three Hundred Seventy Six and no/cents

CASCO NORTHERN BANK
BANK OF BOSTON CO.

Per A-0206917 Stanley W.St.Pierre.

011200022 03613-515-07080000376.00

Lack of Full Name & Address DELAID THE
DEPOSITE to 11/26/90
Caused the error.

AGENT COPY

PERSONAL AUTO POLICY

Renewal Declaration Effective 11/22/90

Coverage is provided in the period

Michigan Mutual Insurance Co.
Detroit Michigan Add.Vehicle

Policy Number Effective

A- 0206917 11/22/90 to 5/22/91

Plan !. AGENCY # 0951217 POO.

Agent ST.HILAIRE AGENCY
725 Prospect Ave.
RUMFORD, MAINE 04276

INSURED: ST.PIERRE, STANLEY W. EVELINE
R.F.D.1. Box 1296
LIVERMORE FALLS ME. 04254
Step Son Thomas L.Saucier.

Scheduled Autos
02 Me. 69 Dodge Pu. 2161921459 Class885129
03 Me.83 Olds, 1G3AB69RGDW32222 887129
04 Me. 82 Buick1G4AJ47A4CH136222 865029

COVERAGE			
100,000	98.00	110.00	393.00
2,000	6.00	6.00	25.00
Unisured 100,000	14.00	13.00	13.00
	118.00	129.00	431.00

Total Amount New 678.00
Driver

01 Stanley St.Pierre	4734027	07/05/40
02 Eueline St.Pierre	8747077	08/31/45
03 Thomas L. Saucier	874385	10/30/70

CORP. 1874

UNION MUTUAL INSURANCE COMPANY

223-5261

139 STATE STREET
P.O. Box 158
MONTPELIER VERMONT
05601

(Voided check 169 number 400.00)
DIRECT BILLING ACCOUNT APPLICATION)
(would be issued agency acct.)
(COMMERCIAL ACCT. ARE AGENCY BILLING)

From Jean Wilder

TO ST.HILAIRE Agency

AUBURN, MAINE

New Comm. Application

Subject: Jeanne Morrissette Date 8/30/90

Per: Bob. Shuttle's

recorded left at you

8/28/90, we will be unable to issue this account for you.

WE have returned your application and check # 169

Thanks for thinking of us.

Regards

Please reply Below Date

CHECK MADE TO UNION MUTUAL INSURANCE CO.

CASCO NORTHERN A744486

A BANK OF BOSTON COMPANY
PORTLAND, MAINE SEPT 3, 1991

52-2
112

PAY TO THE
ORDER OF UNION MUTUAL INSURANCE COMPANY
not valid over 1.000

CASCO NO. 400.00 cts. Dollars.

Personal Money Order
CASCO NORTHERN
PORTLAND, MAINE

ACCOUNT: MORRISSETTE 00483

signature of drawer

1133 Center Street
AUBURN, MAINE

" 744486" :011200022: 00:70'2636"

FIRST BILLING

UNION MUTUAL INSURANCE COMPANY

AGENTS ACCOUNT CURRENT AS OF 08/31/91

03 current acct under 30 days 3,122.40

ST.HILAIRE AGENCY Acct Due 30-60 days .00
1133 Center Street P.O. Box 3163

Auburn, Maine 04212-3163

Acct Past Due 61-90 days .00

Acct Due over 90 Days .00

Total Account Balance 3,122.00

Insured Name Eff Date Premium Commission

Morrissette 07/23/90

New Business

3,903.00

Commission 780.60

Net Due Amount 3,122.40

Detail Total August 1991 3,122.40

SECOND BILLING

UNION MUTUAL INSURANCE COMPANY

AGENT ACCOUNT CURRENT AS OF 09/30/91

303 Current Acct. Under 30 days 2,722.40

Acct. Due 30-60 days .00

ST.HILAIRE AGENCY

1133 CENTER STREET, P.O.BOX 3163

AUBURN, MAINE 04212-3163

Acct. Past Due 61-90 Days .00

Acct. Due over 90 days .00

Tatal Account Balance 2,722.40

Insured Name Eff. Date Premuin Commission

MORRISSETTE 07/23/90

60 Cancel 3, 403.00

Commission 680.00

Net Due Amount 2,722.40

New Business Detail Tatal September 1991

Balance 2,722.40

UNION MUTUAL INSURANCE CO.

BINDER CHARGE

NO. 00483

(XX) UNION MUTUAL FIRE INSURANCE CO.

INSURED: JEANNE A.MORRISSETTE &DENNIS HANSON

MAILING ADD. DEERTREES RD, PO.BOX61

HARRISON, MAINE 04273

TERM 7/23 1990 to 7/23/91

Amount SEE BELOW RATES PROPERTY PREMIUN

Property	3,496.00
LIability	407.00
Total BINDER CHARGE	3,903.00

DESCRIPTION and Location of Property Bound.

88.000. on A Idle Restaurant ElmSt.Mechanic Falls, Maine.

50,000 on Contants of Restaurant.

20,000 on A MobileHome, Tenant occupied, Location Same.

5,000 on Glass and Sign

Liability Limits As Per Attached CG2502 (11-85)

Mortage Clause CHRYSLER FIRST FINANCIAL SERVICE CORPORATION.
ITS SUCCESSORS &?OR ASSIGNS
3 Canal Street
Portland, Maine 04112.

ST.HILAIRE AGENCY, CHARGED
AUBURN, MAINE 04212 .81 Agent.

DEDUCTIBLE ENDORSEMENT NO. 271 (9/89)

Group Special Ded Amt 1,000.00 Ded.

2. Occurrence XX

(Indicate one) Except Glass & Sign

A. Permission granted to carry additional Insurance in the amount of Nil

appluing to property situated at Nil

AMENDMENT OF LIMITS OF INSURANCE

General Aggregate	400,000.00
Product Completed operation	400,000.00
Personal & Advertising	200,000.00
Each Occurrence limits	200,000,00
Fire Damage Limits	50,000.00
Medical Expense Limits	5,000.00

Agency Account Billing

CG. 25 02 11-85

Copyright insurance service office Inc. 1984.

FROM WESTERN MAINE ASSOCIATE

364-3766 -19 Congress St.
Rumford, Maine 04276

May 8,1991

TO: Department of Professional and
Financial Regulation,
Bureau of Insurance

Attention: Lee Conary

Dear Mr. Conary:

I, Am writing to inform you of situation of consumer disatisfaction. The following is a scenario of events. During the month of July 90, I, began to shop for insurance coverages for my Business, Rumnex Fencing. At the time my insurance coverages were underwritten through Michigan Mutual Insurance Company through the St.Hilaire Agency in Rumford,Me. My General Liability policy number was GL 0319283-0000 and my business Auto policy number was 43-6-9Y6201-0000. After receiving competative quotes and being informed of a possible short-rate cancellation penalty I, chose to cancel my existing Michigan Mutual policies and rep-

lace them with policies written through Western Maine Associates. On or About August 2, 90, Western Maine Associates returned the original policies with Cancellation requests and cover memo to the St.Hilaire agency requesting cancellation of both policies on August 2,1990. By October of 90, I, had received no word from the St.Hilaire Agency,regarding my requested cancellation. After contacting their office I,was informed that they had received no such request. After a visit to their office I,was informed that they did have the request for one of the policies but not the policies. (Both requests and policies were returned in the same envelope.) At this Time Scott Dennett from Western Maine chose to investigate for me by contacting the company directly.On 10/19/90 he contacted Dan Gordon, the Regional Marketing Representative for the Amerisure Companies.

At that time Mr. Gordon indicated that he would look into the situation and get back to Scott. After numerous attempts to contact Mr. Gordon due to the fact that he had not gotten back with Scott, Scott contacted the home office in NY. On November 30th Mr.Gordon called indicating that underwritting had not received any requests for cancellation. At that time Scott sent photocopies of the cancellation requests, policies and a note on Western Maine Letterhead to Mr. Gordon at P.O. Box 2336 Concord, N.H. 03301 certified mail, return receipt requested.This was done due to the fact that Mr. Gordon indicated that they would deal with situation directly.

By May 3, 91 We had heard no word from either the St.Hilaire Agency, or Michigan Mutual Ins.Co. On that date Scott called Amerisure accounting (1-800-831-8600) and spoke with lois in direct billing. She indicated that a check for 244.00 was cut on 12-21-90 for the business auto policy and a check for $913. was cut on April 1,1991

Cont: For the General Liability policies. It was also indicated that their normal procedure would befor the Company to send those checks to the St.Hilaire Agency.

CERTIFICATE OF INSURANCE

ACORD FORM: (Michael Gallant Increase in Coverage on 1/4/1991)

St.Hilaire Agency
725 Prospect Ave.
Rumford,Maine

Company
MICHIGAN MUTUAL INS.
AMERICAN FIDELITY CO,

INSURED:

MICHAEL GALLANT (RUMMEX FENCING CO.)
P.O. Box 494
RUMFORD, MAINE

		Increase
General Liability GL 32-0-914412		1,000,000
A. GL 0318599-0089	8/13/90	1,000,000
A. W.C.A. 5409721	11/15/89	1,000,000
Increase Premiun		741.00
		1,607.00

Ordered by BOISE CASCARE COMPANY.
MILL STREET
RUMFORD, MAINE.

REINSTATEMENT NOTICE MICHIGAN MUTUAL

To ST.Hilaire Agency

Policies Number 43-6-9Y6201

Dist Indiv 95-1217-150-

Normal expir date of policies 3/12/91

Date of Reinstatement 1/23/91

Name of insured Michael Gallant

D.B.A. Rummex Fencing.
P.O.Box 494
Rumford, Maine 04276

Service office 70

Date Cancellation effective 11/15/90

Date Reinstatement effective 11/15/90

Lapse of Coverage for period

to void M-16 none

Michigan Mutual Insurance.

COMPUTER ASSISTED BILLING SYSTEM

o.4-058785

MICHIGAN MUTUAL INSURANCE AMERISURE INSURANCE COMPANY.

Policy No. CCT No. 9Y620 Premiun Refund

Date 12/21/90 Drafting No.4-058785

---

244 Dollars and 00 cents. $ 244.00

NOT NEGOTIABLE

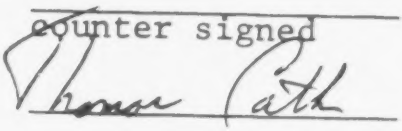
Rummex Fencing

Michael F.Gallant D.B.A.

P.O. Box 494

Rumford, Maine

counter signed



file No. P.A.P.

4058785- 0720000961-006

entry, bank, district, indiv, major, amount

20, 30, 95, 1217, 108, 244.00

1st check Place Stop Payment

Maine Bureau OF Insurance

Docket NO. INS.91-42

Petition for Disciplinary Order

RE:

Clement A.ST.Hilaire

&

Timothy L.ST.Hilaire

&

ST.Hilaire Agency

Hearing at Gardiner Annex
12 December 1991.

Kathryn Davis ESQ.

Hearing Officer

FOR PETITIONER : Alice Knapp. ESQ.

FOR RESPONDENTS: (Pro-Se)

Record of Proceedings Prepared

Conference Reporting Service

Thomaston Me. 04861.Pages 1 thru 959.

Contents Names Below

COURT QUESTION BY Kathryn Davis. ESQ.

STATE Counselor: Alice Knapp ESQ.

as STATE QUESTION: Davis As COURT
Counselor : As Knapp.

Respondent's Clement A.St.Hilaire

Questioning as Clement,

Respondent's Timothy L.St.Hilaire

Questioning as Timothy,

CLaimant ; Morissette

Stanley W. St Pierre

Michael Gallant

Cynthia Gallant

State : Latour 10 Examiner

Bisson 1 yr. Licenser

Lambert Investigator

Charest Investigator

28. C.ST.Hilaire: Are the Morissette here?

30. COURT: I, Am not here to answer Questi-
ons. If she present,the Morriss-
ette as Witnesses, then you can
deal, with that at that time.

page 61

2. C.St.Hilaire: That was the Original Com-
Plaint.

4. T.ST.Hilaire: I, have no record, and I,
have not received any subpoena,
for Jeanne Morrissette, or Denn.-
is Hanson,

10. C.ST.Hilaire: No we haven't.

28 COURT: Ms. Knapp,What do you have to say
about the facts that he made a
request, of you to get a subpoena
for the Morissette?

32. Knapp: News to me.

10. C.ST.Hilaire: A request, of the check fr-
om Michigan Mutual,in request of

The Morissettes to be at the Hearing

page 62.

30 C.ST.Hilaire: That was the original request that we put in November 27th. We received your subpoena, and the Subpoena were not Complete. That was why we put in the Objection.

page 63

1.Cont. We wanted a continuance at that point in time to get the continuance, and to supply the two other complaints.

9.Court:Where is That?

16.Court: Ms. Knapp, do you plan on introducing evidence regarding the Morissettes?

19.Knapp: We have evidence regarding Transactions that had to do with the Morissettes, and with the defendants here.

22. C,ST.Hilaire: Then I, Move to dismiss it.

22. C. St.hilaire: Cont. on the Basis. Due Process of Law"

page 64

29. Court: Once again, I,have no evidence here that you have presented, any request, on the record, for a Subpoena, of the Morissettes. what is more, I, think once we get into the presentation of the evidence, you can at that time make the relevant objections and can tell me what it is improper.

page 71

19. Knapp: No they were never subpoenaed.

21 C.St.Hilaire: The next thing I, have in question is, she said that authoritywise, we put in an affidavit requesting the party to be summoned, of the complaint. The only complaint that was given to us at the prehearing, was the Morissettes.

25. C.St.Hilaire: So.I, want to make know, to this hearing the facts that the Morissettes were the only complaintant, and they were the only ones to be summoned.

St.Pierre Issue.

page 81

16. C.St.Hilaire: on the grounds that he knew there was a problem with the check.

25. C.St.Hilaire: The check was informal as far as the bank is concerned that's the reason for it.

30. C.St.Hilaire: It was informal. A bank will clear a check for a hundred dollars, if it is written out with a complete address at top they'll clear any amount. In this case, Stanley had given us a check,Stanley W.St.Pierre on the 21st of November. The Inclarity is the fact all there was at the

Top of the check was name "Stanley M.St.Pierre".

Admitted by the Court The check was Deposited Six days later after November 21st. making a Short Fall of the bank Checking account of the St.Hilaire Agency.

page 84.

21. Knapp: I, Simply point out that the bank in fact cashed the check within five or six days.

24. C.ST.Hilaire: Seven days.

Page 85

12 St.Pierre: Yes then there would be more payment due at a later time when the corrections came through. That was one problem I, had it was finally resolved.

page 89.

Coverage was asked if lost.

17. St.Pierre: To my knowledge, it was never Cancelled.

Cynthia Gallant Issue Husband not present page 126.

18. Knapp: To clarify that, authorizing Western Maine to pursue the cancellation for you.

21. GALLANT: Right exactly, because as of August 1st. had given them my permission and my husband's permission to goahead and cancel out our policies through the St.Hilaire Agency and issue policies through Western Maine.

This proves the St.Hilaire Agency had know knowledge of the Cancellation.

28. Gallant: Western Maine is an Insurance Agency in Rumford. Maine.

27. C.St.Hilaire: To established the fact that there was only one policy cancelled.

page 135

32. C.ST.Hilaire: there were three company policies.

Page 136

2. Gallant: We have Worker's Compensation, But it's my understanding that premiums are regulated through the State, so no matter what agency you choose to get it, it's all the same. so my point was never to shop for worker's compinsurance, it was the general liability, and commercial auto.

20. Court: She has already testified that it is two policies, and she can answer.

23. C.St.Hilaire: and the agency had three policies with her at that time.

page 138

4. C.St.Hilaire: Can you recollect having an accident some time that summer?

Page 139.

1. C.St.Hilaire: In March or April, you,

said that I, Said I, found
the Check, Correct. (ONE).

4. Gallant: April,

9. Gallant One (check)

11. C.St.Hilaire Whom was it made out to?

13.Gallant: I, don't remember. Michael
Gallant probably, or Rummex
Fence Company (Their Company).

19. Gallant:You told me that you found a
check for one policy.

23. Gallant 322. maybe, I could be wrong.
I,am not quite sure.

26. C.St.Hilaire: $244. is more like it.
I, have it in front of me.

REInstatement was requested by Husband to Increase the Policy to 1,000,000 dollars for a Specific Occupation in January 5,1991 six months after She his spouse cancelled with an other agent.

page 148.

27. C.St.Hilaire: Because her husband was
very receptive to a job in the
mill

Page 152.

27. Gallant: What I,think he is getting at is, my husband is also a general contractor. A job did come up for bid in Boise requiring the taking down of No. 2, paper machine.In order to take apart and dismantle No. 2 Machine, it became a dismntling insurance, which req. uired different insurance from what we already had. So Mike was working up

page 153.

1. Cont. a proposal to give to Mr.Taylor, the head of the job. So. my husband was going around to different agencies trying to gather quotes, of insurance to put together a proposal for this job. but that's all that happened. Boise then dec-

ided not to do the Job.

This Was on January 5, 1991,

Page 154.

24. C.St.Hilaire: Could you read off the dates of Issue.

26. Gallant : Effective Aug. 1, 1990.

This was the Cancellation by Wife Spouse, That Husband Spouse had no knowledge of ever having the Policies cancelled with an other Agencies .

Scott Dennette. agent of Western Maine Insurance agency.

Page 219.

1. C.St.Hilaire: You said you corresponded with my agency. could you tell me who you talked to?

4. Dennett: I,Did not indicate that I, called your agency. I,Never Did.

Proof ST.HIlaire Agency didn't know of the Cancellation.

9. Dennett :I, had called the company directly. I, had corresponded by

Sending this through the mail. I, was interpreting you say that I,called over the Phone: I, did not.

14 C.St.Hilaire: So you never called my agency what so ever?

16. Dennett: No.

Timothy St.Hilaire License being Permenent license after Taken eight examination. Questing the License officer of the Bureau LATOUR:

page 309

6. C.St.Hilaire:The Insurer, the Company, For renewal, from the State.

9. Latour: Yes, I, notifie them approximately six weeks ahead,of the renewal date.

22. C.St.Hilaire:You said you mail the Insurer.

24. Latour: I, mail the Companies a Roster of all their agents.

30. LAtour: From the Roaster renewal, or from a cancellations.

21. T.St.Hilaire: WE had mentioned some where along the way, and it is my knowledge, that they repealed the initial license in 1989?

25. Latour: I,Am not sure Somewhere around there.

27. T.St.Hilaire: Do you know the reasons why they repealed that?

30. Latour: No. I,Don't.

Page 396.

30. Latour: I,am sorry you passed the first exam? why would you retest?-

AS in Western Maine Insuance Agencies.

Page 445

26 LAMBERT: First of all, we look at the consumer complaint. We have to watch out whether an agent writing a complaint has an ax to grind because often there would be some rivalry between agents. we consult the complainant and not the agent to

get the straight story.

Being over 60 days the Application of' The Morrissette property insuance App. was Declined in coverage with out proper Cancellation of the CompanyProof Below: (not sent to insured)

page 752.

15 Court Do you have the precise date, Mr. Shuttle, when you walked over and billed them? Why don't you give it to him.

18. Shuttle: I,hand delivered the binders to Mr. St.Hilaire at nine O'clock, tuesday, September3,91.

Bisson: Licensing Supervisor on September 3, 1991, Prior to Bisson was in charge on Comsumer Complaints Department. Ms. Bisson had conducted and carried over inter Departments, with the Soule purpose of the reinforcement of the Insurance Bureau Petition of Complait, for the Purpose of Sanction in the Complaint.